

OXFORD UNIVERSITY PRESS USA
REGIONAL NETWORK AGREEMENT

This Regional Network Agreement (this “Agreement”) is made and entered into as of the date set forth below (the “Effective Date”) by and between Oxford University Press USA (“OUP USA”), with offices at 198 Madison Avenue, New York, NY 10016 and the Regional Network set forth below (“Regional Network”), this Agreement sets forth the terms and conditions whereby the Regional Network may, during the term hereof, sublicense to its Members (“Licensees,” as further defined below) and their respective Authorized Users access to, and use of, certain online products that are owned and controlled by OUP USA. This Agreement will not be effective, and the Regional Network will not be permitted to sublicense to the Licensees any rights in the Licensed Works, until an original counterpart of this Agreement is signed by an authorized officer of the Regional Network and OUP USA receives such signed counterpart together with any payment that may be due upon signing.

Effective Date: 1st July 2014

Regional Network: Nebraska Library Commission

Regional Network Address: 1200 North Street, Suite 120, Lincoln, NE 68508-2023

1 DEFINITIONS

In this Agreement, the following terms have the following meanings:

- “Activation Date” means the first date within each subscription year (July 1 to June 30) when a Licensee shall first be permitted to access the Licensed Works included in a Subscription Product in accordance with the Subscription Terms and Conditions of Use (“OUP/Subscription Terms,” attached here to as Attachment 1 to Exhibit C).
- “Authentication” means the process whereby an individual establishes to a Licensee that he or she is an Authorized User.
- “Authorized User” means (a) individuals who are current employees or agents of the Regional Network and who are authorized by the Regional Network to access the Licensed Works through the Regional Network’s Secure Network for purposes of carrying out the Regional Network’s duties under this Agreement, and (b) individuals who are authorized by a Licensee to access the Licensee’s information services available through the Licensee’s Secure Network and who are (i) affiliated with the Licensee as current students, faculty, library patrons, employees or in some other capacity whereby they are permitted to access such services in the Licensee’s ordinary course of business, whether from a computer terminal on such Secure Network or offsite via a modem link to a valid IP address on the Secure Network; or (ii) are physically present on the Licensee’s premises.
- “Bundled Course Materials” means a collection or compilation of printed materials (e.g., entries, articles) in print or electronic form, assembled by a Member, Licensee or by an Authorized User, if the Member is an educational institution, for use by students in connection with a specific course of instruction offered by the Member to its students.
- “Commercial Use” means use for the purposes of monetary reward (whether by or for the Regional

Network, a member of the Regional Network ["Member"], a Licensee, an Authorized User, or any other person or entity) by means of sale, resale, loan, transfer, hire or other form of exploitation. Provided, however, that neither recovery of direct costs by the Regional Network from a Licensee or by a Licensee from its Authorized Users in the course of research that incidentally uses Licensed Works and that is funded by a commercial organization shall be deemed to be Commercial Use.

- "Fair Use" means use by the Licensee or an Authorized User (i) conforming to Paragraphs 107 and 108 of the U.S. Copyright Law as amended from time to time, and (ii) conforming to the guidelines developed by the National Commission on New Technological Uses of Copyrighted Works (CONTU Guidelines).
- "Hosting Period" means each 12 Month period during which an Authorized User of a Perpetual Access Product is authorized to access and use the Perpetual Access products hosted by OUP USA pursuant to OUP/Perpetual Access Terms (attached hereto as Attachment 2 to Exhibit C) provided, however, that no Hosting Period shall continue beyond the end of the term except as provided in Paragraph 11.4.
- "Licensed Works" means those product(s) (including both Subscription Products and Perpetual Access Products) set forth in the attached Exhibit A (with respect to any OSO Products licensed to a Licensee, the version thereof that is licensed to that Licensee); as such Exhibit may be amended from time to time by written agreement of the parties provided herein.
- "Licensee" means an organization or institution that is a Member of the Regional Network, or that otherwise licenses the Licensed Works through the Regional Network under this Agreement, and that has agreed in writing to be bound by the terms and conditions of the Regional Network/Licensee Agreement annexed hereto as Exhibit C and by the OUP/Subscription Terms and/or the OUP/Perpetual Access Terms annexed as Attachments 1 and 2 to Exhibit C respectively.
- "OUP Trademarks" means the designations OXFORD ENGLISH DICTIONARY, OED, AMERICAN NATIONAL BIOGRAPHY, ANB, OXFORD, OXFORD UNIVERSITY PRESS, OXFORD SCHOLARSHIP ONLINE, OSO, OXFORD REFERENCE ONLINE and the other designations for the Licensed Works listed in Exhibit A, and any such other designations as OUP USA may specify from time to time in written notifications to the Regional Network.
- "Payment Date" means the equivalent of the month and day of the Effective Date in each year throughout the Term (e.g. if the Effective Date is June 1, 2014, the payment date in 2015 would be June 1, 2015).
- "Perpetual Access Products" means those Licensed Works designated by OUP USA in Exhibit A as being available to Regional Network Members for purchase on an ongoing basis subject to the OUP/Perpetual Access Terms (including payment of hosting fees in the event such Licensed Works are, at the Licensee's option, hosted by OUP USA).
- "Secure Network" means the Regional Network's or a Licensee's secure network (whether a stand alone network or a virtual network within the Internet) that is accessible by only the Regional Network, the Licensee or by the Authorized Users whose identities are authenticated by Regional Network or the Licensee, as relevant, at the time of login and periodically thereafter, the security of which is consistent with current best practices, and the Authorized User's conduct with respect to accessing the Secure Network is subject to the regulation by the Regional Network or by the Licensee, as relevant. A cache server or other server or a network that can be accessed by unauthorized users is not a Secure Network for these purposes.

- “Server” means either OUP USA’s server or a third party sever designated by OUP USA or which the Licensed Works are mounted and through which the Licensees and their respective Authorized Users may gain access to the Licensed Works by means of the World Wide Web.
- “Subscription Period” means those periods of time during which a Licensee and its Authorized Users are authorized to access and use the Subscription Products pursuant to the OUP/Subscription Terms; provided however, that no Subscription Period shall continue beyond the end of the Term except as provided in 11.4
- “Subscription Products” means those Licensed Works designated by OUP USA in Exhibit A as being available to Licensees for subscription on an annual basis subject to the OUP/Subscription Terms.
- “Term” means the term of this Agreement, being the period commencing upon OUP USA’s receipt of the original signed copy of this Agreement (with any required payment as may be specified herein) and remaining in full force and effect until the following December 31; and thereafter automatically renewing for successive one (1) year periods in accordance with this Agreement and subject to the payment of all fees required thereby.

2 GRANT OF LICENSE; USAGE RIGHTS; TERMINATION

- 2.1 OUP USA grants to the Regional Network the non-exclusive and non-transferable right during the Term to:
- 2.1.1 Access and use the Licensed Works by means of a Secure Network for the purposes of facilitating the sublicensing of the Licensed Works to potential Licensees and, solely for the purposes of carrying out its responsibilities under this Agreement, the Regional Network may, without charge (a) access the Server in order to search the Licensed Works and to view, retrieve and display portions thereof (b) electronically save portions of the Licensed Works and (c) print out single copies of portions of the Licensed Works ; and
 - 2.1.2 Sublicense to Licensees the right to (a) access and use the Subscription Products for the Subscription periods pursuant to the OUP/Subscription terms; (b) access and use the Perpetual Access Products pursuant to the OUP/Perpetual Access Terms; and (c) access the Licensed Works and provide such access to the Licensee’s Authorized Users for the purposes of research, teaching, and private study (but not for Commercial Use); and
 - 2.1.3 Provided that it has entered into a valid Regional Network/Licensee Agreement in the form annexed hereto as Exhibit C, and into the OUP/Subscription Terms and/or the OUP/Perpetual Access Terms annexed hereto as Attachments 1 and 2 of Exhibit C respectively, a Licensee may, throughout the applicable Subscription Period or Hosting Period (as relevant), allow its Authorized Users to access the Server in order to search the Licensed Works and to view, retrieve, display, and otherwise user portions thereof to the extent permitted by the OUP/Subscription Terms and/or the OUP/Perpetual Access Terms as relevant.
- 2.2 For the purposes of clarity, the grant for the benefit of the Licensees and Authorized Users is dependent upon the continued license between the Regional Network and OUP USA Should the Agreement terminate mid-term, the Regional Network will notify each Licensee prior to such termination so that, in the event that OUP USA is hosting the Licensed Work, Licensees can make other authorized arrangements for access to the Licensed Works.

- 2.3 In the event that the Regional Network commits a material breach of this Agreement or a Licensee commits a material breach of its sublicense, OUP USA may, at its election, terminate this Agreement by written notice to the Regional Network, unless, in the case of a breach capable of cure, such breach will have been cured within thirty (30) days after delivery of written notice to the Regional Network of such breach; and/or exercise all rights and remedies which may be available to it in law or equity. Without limitation, breach by the Regional Network of the provisions of Paragraph 5 would constitute a material breach.

3 LIMITATIONS ON USE OF THE LICENSED WORKS

- 3.1 It is expressly agreed that the Regional Network (and Licensees and Authorized Users as further specified in the OUP/Subscription Terms and OUP/Perpetual Access Terms) may not:
- 3.1.1 Make electronic copies of the Licensed Works, except to load the original files onto the Secure Network when self-hosting, and except to the limited extent permitted by 2.1 above;
 - 3.1.2 Remove or alter the names of the authors and editors of, and contributors to, the Licensed Works, or OUP USA's copyright notices or other means of identification or disclaimers as they may appear in the Licensed Works;
 - 3.1.3 Systematically make printed or electronic copies of multiple extracts of the Licensed Works for any purpose;
 - 3.1.4 Display or distribute any part of the Licensed Works on any electronic network, including, without limitation, the Internet and the World Wide Web, other than a Secure Network;
 - 3.1.5 Permit anyone other than Licensees and Authorized Users to access or use the Licensed Works;
 - 3.1.6 Use all or any part of the Licensed Works for any Commercial Use;
 - 3.1.7 Publish, distribute, or make available works based upon the Licensed Works, or works which combine the Licensed Works with other material; or
 - 3.1.8 Alter, abridge, adapt, or modify the Licensed Works, except to the extent necessary to make them perceptible on a computer screen for Authorized Users.
 - 3.1.9 Except to the extent allowed under Fair Use, include Licensed Works in Bundled Course Materials. If Licensees and/or Authorized Users are interested in making Bundled Course Materials, they should contact the Copyright Clearance Center cccinfo@copyright.com.
- 3.2 Nothing in this Agreement shall limit the rights of the Regional Network, a Licensee or Authorized User to make a Fair Use of the Licensed Works as specified herein.
- 3.3 If OUP USA is hosting or facilitating the hosting of the Licensed Works on behalf of the Licensees, OUP USA reserves the right to withdraw such Licensee's access to the Licensed Works in the event of the detection of a page download rate in excess of the automatic abuse detection system, in effect for the relevant Licensed Works (in such event, upon receipt and preliminary review of details from the automated system including, as relevant, the actual download rate detected, OUP USA's and/or the Regional Network's customer service will contact the Licensee to investigate.

Licensee's access will be restored only when the matter has been satisfactorily resolved.)

4 FEES AND PAYMENT

- 4.1 In full consideration of the rights granted by OUP USA under this Agreement and for OUP USA's performance of its obligations under this Agreement, the Regional Network will pay to OUP USA the fees due and owing from the Licensees for the purchase and hosting of the Licensed Works pursuant to the terms of Exhibits A and C and any applicable sales, use, excise or similar taxes.
- 4.2 Except as otherwise provided in this paragraph, the OUP/Subscription Terms shall provide for Subscription Periods of one year's duration, beginning on July 1st and ending June 30th (in any subsequent year of the Term) and the OUP/Perpetual Access Terms shall provide for Hosting Periods of one year's duration, beginning on the date the Perpetual Access Licensee's access to the Perpetual Access products is initially activated, and continuing for successive one-year periods thereafter unless and until the Licensee elects to self-host pursuant to the OUP/Perpetual Access Terms. Should the Regional Network enter into new subscriptions during the Term, the subscription must begin the 1st of the month following the Licensee's entry into the OUP/Subscription Terms and, if the Activation Date is a date other than July 1 ("add-on Licensees"), then the annual subscription fee shall be prorated for the initial year of the Subscription Period according to the following formula: x divided by 12 multiplied by the annual subscription fee for that Licensee, where "X" stands for the number of months between the Activation Date and the following subscription period.
- 4.3 Except with respect to Perpetual Access Product Licensees and with respect to add-on Licensees of Subscription Products, as provided for below in this sub-paragraph, during the Term, OUP USA will invoice the Regional Network annually in or about May or June preceding the following July 1-June 30 period. During the Term OUP USA will also invoice the Regional Network promptly following the receipt from the Regional Network of any add-on Licensees' OUP/Subscription Terms and any OUP/Perpetual Access Terms (and annually thereafter with respect to any Perpetual Access Product hosted by OUP USA). Such invoices will be issued in accordance with the price list and discount schedule set forth in Exhibit A to this Agreement (as modified with respect to add-on Licensees according to Paragraph 4.2 above and as may be amended during the Term according to 4.9 below). The Regional Network will remit payment within sixty (60) days of the invoice date.
- 4.4 The Regional Network shall be free to establish the price it charges Licensees for access to the Licensed Works and may also establish and charge Licensees a commission for its services; provided, however, that regardless of the price and commission the Regional Network actually charges or receives from Licensees, it shall remit payment to OUP USA in accordance with Paragraph 4.
- 4.5 The Regional Network may offer each potential Licensee the one-time option of obtaining pre-license free trial access to the Licensed Works for a period of thirty (30) days. The Regional Network shall not be required to pay OUP USA any fee associated with such free trial offers, provided, however, that, for the purpose of protecting the OUP Intellectual Property (as hereinafter defined), the Member shall be required to assent to the terms of an online license agreement governing such free trial access to protect the OUP Intellectual Property and Licensed Works by terms no less restrictive than as provided herein with respect to Licensee's paid access to and use of the Licensed Works.
- 4.6 The Regional Network shall keep full, proper, and up-to-date books of accounts and records, sufficient and accurate enough to enable the preparation and verification of the statements of account, and all other information necessary for the determination of the sums payable under this

Agreement, and upon request shall allow duly authorized representatives of the Publisher during normal business hours, and not more than once a year, to have access to said books and records (and to take copies thereof). In the event that the above inspection reveals a deficiency in monies paid to the Publisher, then the Regional Network shall pay the amount of any shortfall immediately, and should such shortfall be more than 5%, Service Provider shall be liable for all reasonable costs of the inspection.

- 4.7 In the event that the Regional Network fails to timely pay OUP USA the fees due with respect to any Licensee as provided hereunder, OUP USA shall deliver to the Regional Network written notice of such delinquency to the Regional Network. Except to the extent that, if any, such remedies and charges may be limited or prohibited by the laws or regulations governing contracts with the Regional Network, if the delinquency is not cured within thirty (30) calendar days of the date of the notice, OUP USA may, in addition to any remedies available to it in connection with Paragraph 11.3, and without further notice, terminate the access of that Licensee and its Authorized Users to the Licensed Works without thereby incurring any liability to the Regional Network, the Licensee, or its Authorized Users pending such payment (and the Regional Network would then be liable to pay OUP USA immediately for the pro rata portion of the fees due for the relevant period, *e.g.* if the Licensee had two (2) months of access to a Subscription Product prior to termination of access, the Regional Network would thereupon owe OUP USA 2/12 of the fees for such Subscription Period).
- 4.8 Without waiving or limiting the above-referenced rights and remedies, OUP USA may charge interest at the rate of one and one half (1 ½) percent per month on any annual fees or other amounts owed by the Regional Network that are not paid by it within sixty (60) days after receiving OUP USA's invoice therefore.
- 4.9 The price list and discount schedule for the Regional Network will be determined by OUP USA in its sole discretion, and OUP USA may, in its sole discretion, increase the annual fees a maximum of one time during each twelve (12) month period during the Term; provided however, that OUP USA shall give the Regional Network notice of any such increase by email or other writing on or about March 15th prior to the next July 1-June 30 period; and provided further than any such increase shall not exceed (a) twenty (20) percent of the annual fees then in effect, plus (b) amounts attributable to increases in charges or expenses (and any new charges or expenses) payable by OUP USA to third parties for products or services related to carrying out its duties under this Agreement ("Third Party Vendor Increases"). Upon request, OUP USA shall provide to the Regional Network reasonable documentation of such Third Party Vendor Increases.

5 RESPONSIBILITIES OF OUP USA

5.1 OUP USA shall, during the Term:

- 5.1.1 Use reasonable efforts to make the Licensed Works available via the Server to the Regional Network, to Licensees throughout Subscription Periods and Hosting Periods (as relevant), and to potential Licensees receiving free trial service (in accordance with Paragraph 4.5);
- 5.1.2 Use reasonable efforts to ensure that the Server has sufficient capacity and rate of connectivity to provide the Regional Network, Licensees, and Authorized Users with a quality of service comparable to current standards in the online information provision industry in the U.S.;
- 5.1.3 Use reasonable efforts to make the Licensed Works available to the Regional

Network, Licensees, and Authorized Users according to the uptime provisions delineated in Exhibit D to this Agreement, and use reasonable efforts to provide reasonable advance notice of any anticipated interruption in access to the Licensed Works for scheduled maintenance, installation or testing of software, or the loading of any works added to the Licensed Works;

- 5.1.4 Provide the Regional Network with information about the Licensed Works reasonably necessary for the Regional Network to carry out its duties under this Agreement;
- 5.1.5 Confer from time to time with the Regional Network as reasonably necessary in order to develop and carry out a mutually agreeable implementation plan setting forth in detail the procedures for enrolling Licensees and facilitating their access to the Licensed Works;
- 5.1.6 To the extent reasonably practicable, adhere to the technical standards embodied in the following International Coalition of Library Consortia Guideline: "Guidelines for Technical Issues in Request for Proposal Requirements and Contract Negotiations" (January 1999) and "Guidelines for Statistical Measures of Usage of Web based Indexed, Abstracted, and full Text Resources" (November 1998);
- 5.1.7 Provide each Licensee aggregated statistical usage reports concerning the use of Licensed Works by that Licensee's Authorized Users; provided that this Paragraph shall not be construed as requiring OUP USA to collect or to disclose any information in abrogation of the privacy policies or other terms with respect to a specific Licensed Work, or concerning the identities of Authorized Users or the searches conducted by them;
- 5.1.8 Provide the Regional Network and its Licensees the most up-to-date versions, revisions, and new editions (collectively "Revisions") of the Subscription Products that are made available by OUP USA in a format that may be accessed by means of the World Wide Web (hereinafter "Digital Form") , together with supporting documentation therefore; provided, however, that this sub-Paragraph shall not be deemed to require OUP USA to revise, update or create new editions of any of the Licensed Works at any time during the Term or to convert into Digital Form any print Revisions of the Licensed Works; and
- 5.1.9 Jointly develop with the Regional Network advertising and promotional copy ("Promotional Materials") that one or both parties may use, at its discretion, in any newsletter, direct mailing, World Wide Website, Internet communication, or other medium in order to encourage the licensing of the Licensed Works by potential Licensees, it being agreed that the parties hereto will share with one another electronic text or camera-ready versions of such mutually agreed Promotional Materials, which either may overprint or identify with its own name and address, subject to the Trade Mark License attached hereto as Exhibit B.

6 RESPONSIBILITIES AND COVENANTS OF THE REGIONAL NETWORK

6.1 Throughout the Term, the Regional Network shall use reasonable commercial efforts to:

- 6.1.1 Enter into Regional Network/Licensee Agreements in the form annexed hereto as Exhibit C (incorporating the OUP/Subscription Terms and the OUP/Perpetual

Access Terms in the forms annexed as Attachments 1 and 2 of Exhibit C) with Members that are agreeable to becoming Licensees on the terms and conditions set forth therein and keeping a copy of each such fully executed Regional Network/License Agreement (including exhibits);

- 6.1.2 Collect and promptly deliver to OUP USA in electronic format and at least fourteen (14) days in advance of each Licensee's Activation Date all demographic and identifying information relating to that Licensee and its Authorized Users called for by the Subscription Order Form so that OUP USA may timely initialize the Licensee's access to the Licensed Works;
- 6.1.3 Provide such customer support services to potential Licensees and Licensees with regard to the Licensed Works that it customarily provides in connection with its online or web-based products and services provided to its Members, which shall include, to the extent reasonably practicable, but not be limited to: (i) answering, during the Regional Network's regular business hours on all business days through the Term, any inquiries from Licensees and potential Licensees concerning the Licensed Works (including inquiries by telephone and email), and (ii) attempting to resolve all questions concerning the Licensed Works directed to it by its Licensees and potential Licensees;
- 6.1.4 Prepare to answer inquiries from Licensees and potential Licensees concerning the Licensed Works, such as pricing, effective use, billing, IP authentication and basic troubleshooting of problems associated with access to the Server; provided that if after making all reasonable efforts to resolve a customer service inquiry from a Licensee or potential Licensee, the Regional Network concludes that special assistance of OUP USA is needed to resolve that inquiry, the Regional Network may contact OUP USA for support or refer the Licensee or potential Licensee to OUP USA for such support;
- 6.1.5 Bill, invoice, and collect all fees due from Licensees to OUP USA for such support;
- 6.1.6 Cooperate fully with OUP USA in facilitating the access of the Licensees and their Authorized Users to the Licensed Works;
- 6.1.7 Cooperate fully with OUP USA in the enforcement of the OUP/Subscription Terms and OUP/Perpetual Access Terms and use reasonable efforts to ensure that the Licensees adhere to those terms;
- 6.1.8 Refrain from making any claims to potential Licensees, Licensees, or Authorized Users during the Term, other than claims made or authorized by OUP USA concerning the features or capabilities of the Licensed Works;
- 6.1.9 confer with OUP USA as needed from time to time throughout the Term in order to develop and carry out a mutually agreeable implementation plan setting forth in detail the procedures for enrolling Licensees and facilitating their access to the Licensed Works;
- 6.1.10 When necessary according to state law or other law or regulation, collect and remit all sales, use or service taxes;

- 6.1.11 Notify OUP USA of any changes to the access control records in respect of the Licensees for whom OUP USA is providing hosting services; and
- 6.1.12 notify OUP USA as soon as practicable if it becomes aware of any loss, theft, or unauthorized use of any Licensee's passwords (if any) or other access controls relating to the Licensed Works or any breach by an Authorized User of the terms of its sub-license and cooperate with OUP USA to correct such practices; and, in such circumstances, the Regional Network acknowledged that OUP USA will have the right to terminate access to the Licensed Work, and/or require that, as applicable, the relevant Licensee terminates access of the persons making such unauthorized use of the Licensed Works.
- 6.1.13 Further, throughout the Term, the Regional Network shall use reasonable commercial efforts to market and promote the Licensed Works to its Members (subject to the terms of the Trade Mark License in Exhibit B), including but not limited to the following:
- 6.1.14 Participating in the joint development of the Promotional Materials referred to in Paragraph 5.1.9,
- 6.1.15 Providing personnel with experience in marketing and promotional efforts on behalf of works by other publishers similar to the Licensed Works who will carry out the marketing and promotion of the Licensed Works.
- 6.1.16 Regularly marketing and promoting the Licensed Works via the Promotional Materials by means of the media and other vehicles that the Regional Network uses to communicate with its potential Licensees, such as newsletters, websites, periodic mailings, and/or promotional displays at membership meetings;
- 6.1.17 Submitting semi-annual reports to OUP USA on or about July 1 and January 1 of each year of the Term, detailing all marketing and promotional efforts for licenses of the Subscription Products and Perpetual Access Products to take place during the following six months;
- 6.1.18 Distributing copies of the Regional Network/License Agreements and attached OUP/Subscription Terms and OUP/Perpetual Access Terms in the forms annexed hereto to all Members that express an interest in becoming Licensees; inform any such Member that expresses a desire to revise any portion thereof that, in such event, it may not license the Licensed Products via the Regional Network but should instead license directly from OUP USA at the rates and on the terms and conditions available to non-Members; and return signed copies of any executed Regional Network/License Agreements (including attachments) to OUP USA;
- 6.1.19 Submitting to OUP USA copies of all advertising and promotional materials regarding the Licensed Works for OUP USA's approval prior to the publication or dissemination thereof, such approval not to be unreasonably withheld, delayed or conditioned.

6.2 Any failure by the Regional Network to fulfill the obligations in this Paragraph above will be considered a material breach of this Agreement.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Regional Network acknowledges that OUP USA does not own the copyright with respect to certain of the Licensed Works or portions thereof and that OUP USA has licensed or otherwise obtained the right to publish and distribute such Licensed Works or parts thereof from third parties ("Third Party Suppliers"). As between OUP USA on the one hand, and the Regional Network and the Licensees, on the other, the Regional Network acknowledges that copyright and other intellectual property rights in the in the Licensed Works and any related documentation are owned and controlled by OUP USA or the Third Party Supplier thereof, and no transfer of copyright or any other right, title, or interest therein is made by this License, except for the right to access and use the Licensed Works in accordance with the terms and conditions of this Agreement.
- 7.2 The Regional Network will notify OUP USA promptly if it becomes aware of any claim by any third party that the Licensed Works infringe an intellectual property or other right of any third party.
- 7.3 The Regional Network acknowledges and agrees that a Third Party Supplier may provide additional terms and conditions affecting the Regional Network's and the Licensee's respective uses of the Licensed Works, which are hereby incorporated by reference into this Agreement. Such terms and conditions will prevail and control use of the relevant Licensed Works over any conflicting terms and conditions contained herein. The Regional Network agrees that, to the extent that copyright in any Licensed Work or part thereof is owned by a Third Party Supplier, copyright in such material may be enforced by such Third Party Supplier.
- 7.4 If either party delivers information (a "Disclosing Party") to the other (the "Recipient") which is identified as confidential by appropriate written notice to that effect at the time of delivery, or which, by its nature should reasonably be treated as confidential, ("Confidential Information"), the Recipient shall hold such Confidential Information in confidence and shall not reveal or publish it to any third party, except as necessary for the performance of this Agreement or as otherwise authorized in writing by the Disclosing Party including but not limited to restricting access to Confidential Information to persons having a "need to know" such Confidential Information in connection with their jobs, restricting the duplication of written, printed, magnetically or optically recorded materials, and using conspicuous labeling to mark any Confidential Information as "Confidential." This restriction on disclosure of Confidential Information shall not apply to (i) Confidential Information that enters the public domain through no action or omission by the Recipient, (ii) Confidential Information that is made available to the Recipient by a third party that has the right to disclose such information, or (iii) information independently developed by the Recipient without any use of or reference to the Confidential Information, Notwithstanding the foregoing, the Recipient may request that the Disclosing Party set forth the reasons for materials being designated as Confidential Information, in accordance with the laws of the State or Commonwealth in which the Regional Network or OUP USA resides. Acceptance of the claimed material does not constitute a determination on the confidentiality of the material, which determination will be made in accordance with applicable law.
- 7.5 The Regional Network and OUP USA shall notify each other promptly of the facts and circumstances surrounding any unauthorized possession or use of the Licensed Works, Confidential Information, or OUP Intellectual Property, or any portion thereof, by anyone other than persons authorized or contemplated by this Agreement to possess or use such material.
- 7.6 The provision of Paragraphs 7.1 and 7.4 will survive the termination of this Agreement for any reason.

8 WITHDRAWAL OF MATERIAL

- 8.1 OUP USA reserves the right at any time to (i) withdraw from the Licensed Works any item or part of an item that OUP USA no longer retains the right to publish; or (ii) withdraw from the Licensed Works, or cease providing online hosting services hereunder for any Licensed Work or part thereof, any material that OUP USA determines may be defamatory, obscene, unlawful, a violation of copyright or otherwise objectionable. OUP USA may at any time (without prejudice to its other rights and remedies) suspend the provision of some or all of the Licensed Works obtained by OUP USA from any Third Party Supplier upon request of such Third Party Supplier or immediately upon termination of OUP, Inc.'s agreement with such Third Party Supplier. With respect to any such item(s) or part(s) thereof for which OUP USA determines not to provide hosting services pursuant to the foregoing, OUP USA will, to the extent permitted under applicable law and any agreements to which OUP USA is a party, provide the Regional Network an electronic copy of any such item(s) or part(s) thereof in XML format for use by the Licensees subject to the rights and restrictions set forth in this Agreement. For the avoidance of doubt, OUP USA will not be obligated to provide the Regional Network or any Licensee with any Licensed Work or part(s) thereof that OUP USA no longer has the right to publish, license or otherwise distribute.

9 REPRESENTATIONS, WARRANTIES AND INDEMNITIES: FORCE MAJEURE

- 9.1 OUP USA represents and warrants that it has the power to enter into this Agreement and to grant the rights conferred herein to the Regional Network and the Licensees and that the Licensed Works do not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary right or contract right of any third party. Except as provided in the foregoing sentence, OUP USA gives no warranty, express or implied, regarding any information or materials contained in or produced by the Licensed Works, nor regarding the accuracy, completeness, or reliability of the Licensed Works. OUP USA PROVIDES THE LICENSED WORKS ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND EXCEPT AS EXPRESSLY PROVIDED ABOVE. EXCEPT TO THE EXTENT, IF ANY, THAT AGREEMENT TO THE FOLLOWING IS PROHIBITED BY THE LAWS OR REGULATIONS GOVERNING CONTRACTS WITH AN ENTITY SUCH AS THE REGIONAL NETWORK, OUP USA DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES THAT THE MATERIAL IN THE LICENSED WORKS IS COMPLETE OR ACCURATE AND IN NO EVENT WILL OUP USA BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE THE LICENSED WORKS OR FOR THE LOSS OR DAMAGE OR CORRUPTION OF DATA, LOSS OF PROGRAMS, A LOSS OF BUSINESS OR GOODWILL OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE USE OF, OR INABILITY TO USE THE LICENSED WORKS, INCLUDING WITHOUT LIMITATION: LOSSES ARISING FROM ANY ERRORS, OMISSIONS OR OTHER INACCURACIES IN, OR CORRUPTION CAUSED BY, THE LICENSED WORKS, WHETHER BY TRANSMISSION PROCESSING OR OTHERWISE; OR CLAIM FOR LOST PROFITS, LOST DATA, OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL OUP USA'S LIABILITY HEREUNDER, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNT OF FEES PAID HEREUNDER FOR THE LICENSE OF THE LICENSED WORKS.
- 9.2 The signatory for the Regional Network of this Agreement represents and warrants to OUP USA that s/he has the power and authority to execute this Agreement on behalf of the Regional Network indicated, which Regional Network agrees to be bound by all terms contained herein. Notwithstanding the limitations of Paragraph 9.1, except to the extent, if any, that agreement to the following is prohibited by the laws or regulations governing contracts with an entity such as the

Regional Network: the Regional Network will defend, indemnify and hold OUP USA harmless from and against all claims, suits and proceedings, losses, liabilities and damages (including costs, expenses and reasonable attorneys' fees) arising from: (i) any unauthorized use or dissemination of the Licensed Works by the Regional Network, any Licensee(s) or Authorized User(s); and (ii) any violation of this Agreement or of any third party's rights by the Regional Network, any Licensee(s) or Authorized user(s), including but not limited to infringement of any copyright or other proprietary right or invasion of any privacy rights.

- 9.3 The obligations of Paragraphs 9.1 and 9.2 will survive the termination of this Agreement.
- 9.4 Neither party will be responsible to the other for any failure to perform any obligation under this Agreement caused by an Act of God, war, riot, embargo, acts of civil or military authority, fire, flood, typhoon, wind storm, snow storm, blizzard hurricane or other cause outside the control of the party that could not be avoided by the exercise of due care (a "force majeure event"). In the event of any delay in performance arising out of a force majeure event, the delayed party's obligations will be extended accordingly, provided that the parties will at all times use reasonable efforts to perform their respective obligations under this Agreement in a timely manner, taking into account such circumstances.

10 PRIVACY POLICIES

- 10.1 OUP USA will adhere to the privacy policies posted on the websites for each of the Licensed Works. Without limiting the foregoing, it is acknowledged that OUP USA may use the personal data that the Regional Network and/or the Licensees provide online to send the Licensees information about offers that OUP USA feels may be of interest to the Licensees and OUP USA may provide aggregated data about use of the Licensed Works to other persons.

11 TERM OF THE AGREEMENT, TERMINATION AND OPPORTUNITY TO CURE

- 11.1 This Agreement shall commence on the Effective Date, and shall remain in full force and effect for three years thereafter, unless terminated as provided for in Paragraphs 11.2 and 11.3.
- 11.2 After the second anniversary of the Effective Date, either party may terminate this Agreement without cause upon sixty (60) days written notice to the other party.
- 11.3 In the event that a party commits a material breach of this Agreement and such material breach continues unremedied for thirty (30) days after written notice thereof from the non-breaching party, the non-breaching party may, at its election, terminate this Agreement and/or exercise all rights and remedies which may be available to it in law or equity.
- 11.4 In the event of the termination of this Agreement pursuant to Paragraphs 11.2 and 11.3. Hosting Period and/or Subscription Period then in force shall be allowed to run to its conclusion, subject to payment according to the terms hereof, even if the ending date of the Hosting Period or Subscription Period extends beyond the termination date of this Agreement, subject to OUP USA's right to notify Perpetual Access Licensees that it no longer wishes to continue hosting the Perpetual Access Products, as provided in Exhibit A hereto; provided however, that no Hosting Period or Subscription Period may begin after the termination date of this Agreement. Notwithstanding the foregoing, if OUP USA is exercising its right to terminate this Agreement pursuant to Paragraph 6.1.12 OUP USA shall not be required to allow the Hosting Period or Subscription period to run to its conclusion.
- 11.5 On the date when this Agreement terminates, each party shall pay any true and correct amounts owed to the other.

- 11.6 Upon termination of this Agreement, the Regional Network agrees to continue to adhere to the provisions of this Agreement relating to any OUP Intellectual Property in its possession or control and shall promptly return such OUP Intellectual Property to OUP USA and certify in writing that it has done so.

12 GENERAL

- 12.1 Except to the extent, if any, that agreement to the following is prohibited by the laws or regulations governing contracts with an entity such as the Regional Network (including but not limited to any laws or regulation governing contracts with public libraries or state or local government-supported educational institutions): this Agreement will be interpreted and construed according to, and governed by, the laws of the State of New York without regard to conflict of law principles that would result in the application of any law other than the law of the State of New York; and the Regional Network irrevocably agrees that any dispute arising out of or in connection with this with this Agreement will be subject to and exclusively within the jurisdiction of the United States District Court for the Southern District of New York or the Supreme Court of the State of New York for New Your County.

- 12.2 This Agreement (including its Exhibits) constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement (including its exhibits) may be amended by: (i) OUP USA, in its sole discretion, provided that OUP USA will use good faith efforts to give Licensee thirty (30) days' prior written notice of any such proposed amendment and Licensee will have the option to terminate This Agreement (including its exhibits) by delivery to OUP USA of a written notice of Licensee's election to terminate This Agreement (including its exhibits) received by OUP USA within such sixty (60) days following receipt of such notice; or (ii) a writing executed by both parties. Notice of any proposed amendments to This Agreement (including its exhibits) may be delivered to Licensee by OUP USA electronically through OUP USA's online customer support account management system.

- 12.3 This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original. Each party hereto consents to be bound by photocopy or facsimile signatures of such party's representative hereto.

12.4

- 12.4.1 The Regional Network represents and warrants that it shall not act, or omit to act, in such a way as to give rise to a breach by it, or any of its Affiliates, of any applicable law related to bribery, corruption or any related matter, including, without limitation, the laws of the United States and the laws of England and Wales.

- 12.4.2 The Regional Network represents and warrants that it shall not offer, promise, pay, give or authorize (tacitly or otherwise) any financial or other advantage, on behalf of OUP USA:

(i) To any person in order to induce that person improperly to perform a function or activity in connection with a business or organization, a person's employment or a public function; or

(ii) To any Official to influence that Official in connection with obtaining business or a business advantage for any of OUP USA or its Affiliates.

The Regional Network and its respective Affiliates shall maintain adequate procedures designed to prevent any persons who perform services for them or on their behalf from undertaking the activities described above to obtain or retain business or a business advantage for them.

- 12.4.3 The Regional Network shall promptly report any apparent breach of clauses 12.3.1 or 12.3.2 to OUP USA.
- 12.4.4 The Regional Network shall co-operate with OUP USA and/or any regulatory or public authorities in relation to any investigation in respect of matters relating to bribery and corruption.
- 12.4.5 OUP USA shall have the right to terminate this Agreement on no notice, without liability, for breach of clauses 12.3.1 or 12.3.2
- 12.4.6 In this section 12.3:
 - (i) "Official" includes any: (a) official or employee of any government or instrumentality of government, including any government-controlled commercial enterprise; (b) political party or party official; and (c) any candidate for political office; and
 - (ii) "Affiliate" shall mean, in relation to a party, a person who is, from time to time, a subsidiary or parent of that party, or is a subsidiary of that party's parent.
- 12.5 This Agreement (including its exhibits) may not be assigned by Licensee without the prior written consent of OUP USA. OUP USA may freely assign this Agreement (including its exhibits) to an affiliate, a successor to its business or a transferee of OUP USA's right to publish and distribute the Licensed Works. The rights and obligations of this Agreement (including its exhibits) will bind and benefit any successors and permitted assigns of the parties. Any attempted assignment in violation of this Paragraph will be null and void and of no force or effect.
- 12.6 Any notice or other communication required by this Agreement (including its exhibits) will be in writing addressed to the individuals named at the signature page of this Agreement (including its exhibits) at the addresses shown for the respective parties at the first page of this Agreement (including its exhibits) (or such other person and/or address as the relevant party may from time to time designate by notice pursuant to this Paragraph). Any such notice will be deemed to have been duly given on the day of service if served personally; three (3) days after mailing if mailed by First Class mail, registered or certified, postage prepaid; or two days after mailing if mailed by commercial overnight courier.
- 12.7 If any provision of this Agreement (including its exhibits) is invalid, illegal, or unenforceable under any applicable statute or rule of law, the provision will be deemed omitted to the extent that it is invalid, illegal, or unenforceable. In such a case, the remainder of this Agreement (including its exhibits) will be construed in a manner as to give greatest effect to the original intention of the parties hereto.
- 12.8 The waiver of failure of either party to exercise in any respect any right provided in this Agreement (including its exhibits) in any instance will not be deemed to be a waiver of such right in the future or a waiver of any other right under these Network Member Perpetual Access Terms.
- 12.9 The relationship of the parties hereto will be that of independent contractors. Nothing herein will be construed to create any partnership, joint venture, or similar relationship or to subject the parties to

any implied duties or obligations respecting the conduct of their affairs, which are not expressly stated herein. Except as expressly provided herein, neither party will have any right or authority to assume or create any obligation or responsibility, either express or implied, on behalf of or in the name of the other party, or to bind the other party in any matter whatsoever. As between the parties hereto, each party is solely responsible for its respective financial obligations associated with its business. Except as specifically provided in this Agreement (including but limited to Paragraph 4.2 and Exhibits C, Attachments 1 and 2 referred to above), (a) all sales and other agreements between the Regional Network, potential Licensees and Licensees are exclusively the Regional Network's responsibility and shall have no effect on the Regional Network's obligations under this Agreement, and (b) except as expressly provided in Paragraph 4.6, all sales and other agreements between OUP USA and its customers shall have no effect on OUP USA's obligations under this Agreement.

Agreed and Accepted:

Nebraska Library Commission
Name of Regional Network

By: Debra Dragos
Signature of Authorized Representative

Debra Dragos
Printed Name of Authorized Representative

Date: 5/29/14

Agreed and Accepted:

Oxford University Press USA

By: _____
Signature of Authorized Representative

Printed Name of Authorized Representative

Date: _____

Exhibit A: LICENSED WORKS

Subscription Access Works

Product	Amount	Discount Schedule (if applicable)
African American Studies Center		
AMA Manual of Style		
American Dictionary of National Biography		
British Academy Publications Online		
BBC College of Journalism		
Benezit		
Berg Fashion Library		
Dictionary of National Biography		
Electronic Enlightenment		
Grove Art Online		
Grove Music Online		
Investment Claims		
Mayo Clinic Toolkit		
Max Planck Encyclopedia of Public International Law Online		
Oxford Bibliographies		
Oxford Biblical Studies Center		
Oxford Competition Law		
Oxford Constitutions of the World		
Oxford Dictionaries Pro		
Oxford English Dictionary		
Oxford Handbooks Online		
Oxford Islamic Studies Center		
Oxford Language Dictionaries Online		
Oxford Medicine Online		
Oxford Reports on International Law		
Oxford Scholarly Authorities on International Law		
ORE: Encyclopedia of Social Work		
ORO (Old site)		
OR - Quick Reference		
Oxford Scholarly Editions Online		
University Press Scholarship Online		
Social Explorer		
Treaties and International Agreements Online		
Oxford History of Western Music		
VSLs Online		
Who's Who & Who Was Who		

Exhibit A: LICENSED WORKS**Perpetual Access Works**

Product	Amount	Discount Schedule (if applicable)
AMA Manual of Style		
Benezit Dictionary of Artists Online		
British Academy Publications Online		
Electronic Enlightenment		
Oxford Bibliographies		
Oxford Biblical Studies Center		
Oxford Islamic Studies Center		
Oxford Handbooks Online		
Oxford History of Western Music		
Oxford Reference Library		
Oxford Scholarly Editions Online		
University Press Scholarship Online		

EXHIBIT B: TRADE MARK LICENSE

THIS AGREEMENT DATED << Date >>, 200 , IS MADE BETWEEN

1. THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD trading as Oxford University Press of Great Clarendon Street, Oxford OX2 6 DP ("OUP"); and
2. << Regional Network >>, of << address >>, USA ("the Licensee")

WHEREAS OUP owns the Trade Mark(s) and has agreed to permit the Licensee to use the Trade Mark(s) on or in relation to the Licensee's Services subject to the terms and conditions of this Trade Mark(s) License.

NOW IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

<i>Agreement</i>	the agreement of even date by which Oxford University Press USA ("OUP USA") grants the Licensee the right to sublicense Licensed Works owned or controlled by OUP USA
<i>Licence Period</i>	the period set out in Clause 5 below
<i>Licensee's Services</i>	the "Responsibilities of the Regional Network" as provided in clause 6 of the Agreement
<i>Perpetual Access Product(s)</i>	as defined in the Agreement
<i>Subscription Product(s)</i>	as defined in the Agreement
<i>Trade Mark(s)</i>	OXFORD, OXFORD UNIVERSITY PRESS, OXFORD ENGLISH DICTIONARY, OED, AMERICAN NATIONAL BIOGRAPHY and ANB and such other trademarks owned by OUP as OUP USA may specify from time to time in written notifications to the Licensee pursuant to the terms of the Agreement
<i>Licensed Work(s)</i>	as defined in the Agreement

2. LICENCE

2.1 In consideration of the rights and obligations set out in this Licence, OUP grants to the Licensee a non-exclusive, royalty free licence to use the Trade Mark(s):

- 2.1.1 Only as part of the title of the Licensed Work(s); and
- 2.1.2 In the performance of the Licensee's Services; and

EXHIBIT B: TRADE MARK LICENSE

2.1.3 In any advertising or publicity concerning the Licensed Work(s)

on the terms and conditions set out in this Licence and the Agreement.

2.2 This Licence is personal to the Licensee and the grant does not include any rights to grant sub-licences or agency agreements of the rights granted hereunder without the prior written consent of OUP. For the avoidance of doubt, the Licensee's Members may use the Trade Marks as incorporated into the Perpetual Access Products and Subscription Products, but in no other way.

2.3 OUP shall take the exclusive benefit of all goodwill in the Trade Mark(s) which is established by its use by the Licensee insofar as such goodwill supports the common law and trade mark rights of OUP.

3. QUALITY STANDARDS

3.1 The Licensee shall ensure that the Licensee's Services shall be of high quality both as to presentation and service standards to Licensee's Members consistent with OUP's reputation and standing. OUP acknowledges that insofar as any aspect of the Licensee's Services may be approved by OUP USA in accordance with the Agreement, such aspect shall be deemed satisfactory for purposes of this Paragraph 3.1.

3.2 If so requested the Licensee shall provide OUP with copies of all proposed advertisements and promotional material incorporating the Trade Mark(s) for the purpose of obtaining OUP's prior approval which shall not be unreasonably withheld or delayed.

4. INFRINGEMENT

4.1 The Licensee shall inform OUP promptly of any actual or possible infringement of the Trade Mark(s) of which it becomes aware. In the event OUP decides that proceedings should be commenced, the Licensee shall provide all information and render all assistance and co-operation that may be necessary subject to reimbursement by OUP of the Licensee's reasonable costs. OUP shall bear the cost of any such proceedings and shall be entitled to retain all damages recovered.

5. DURATION

5.1 This Licence commences on the Effective Date of the Agreement and shall (subject always to earlier termination in accordance with the provisions of this Licence or of the Agreement) continue in force for the term of the Agreement. This Licence shall in no circumstances extend beyond the expiry or termination of the Agreement

6. TERMINATION

6.1 This Licence may be terminated immediately by OUP by written notice to the Licensee if:

EXHIBIT B: TRADE MARK LICENSE

6.1.1 In OUP's sole opinion the quality of the Licensee's Services or the association of the Trade Mark(s) with the trademarks of a third party whose works are licensed or distributed via the Licensee is such that the reputation and/or commercial interests of OUP are likely to be harmed; or

6.1.2 The Licensee commits a breach of this Licence and (if capable of remedy) fails to remedy the breach within 30 days of receipt of written notice from OUP specifying the breach and requiring it to be remedied;

6.1.3 The Licensee proposes to sub-license or assign or in fact does sub-license or assign any aspect of this Licence;

6.1.4 There is a change of control of the Licensee without the written consent in writing of OUP having been obtained as provided in the Agreement; or

6.1.5 The Licensee enters compulsory or voluntary liquidation; compounds with or convenes a meeting of its creditors, or has a receiver or manager appointed over its assets; undergoes an analogous event in any part of the World; or ceases for any reason to carry on business; or

6.1.6 The Agreement is terminated.

6.2 On termination of this Licence all rights to use the Trade Mark(s) shall cease subject to any provisions in the Agreement permitting on-going rights with respect to the Licensed Work.

6.3 The right to terminate this License is in addition to any other remedy or right, including the right to recover damages and to obtain specific performance or injunctive relief.

7. GENERAL

7.1 This Licence is personal to the Licensee and neither this Licence nor any of the rights under it may be assigned or sublicensed.

7.2 All notices required to be given under this License shall be given in writing in English and left at or sent by first class registered or recorded delivery to the appropriate address shown at the head of this License, or such other address as the party concerned shall from time to time designate by notice pursuant to this Clause. Such notices shall be deemed to be delivered and given for all purposes (a) in the case of notice delivered in person, on the date of delivery to the address of the receiving Party specified below; (b) in the case of notice sent by facsimile transmission, 24 (twenty-four) hours from the time of successful transmission (where proof of such successful transmission is retained), provided that confirmation of such notice shall be sent by the next business day by first class prepaid post; (c) in the case of notice sent by overnight courier, one business day after deposit with a commercial overnight carrier, provided there is written verification of receipt, and (d) in the case of notice sent by first class prepaid post, four normal business days after the mailing date to the address of the receiving Party set out above. All notices to OUP shall be marked for the attention of the Group Legal Director.

7.3 This Licence shall be governed by and construed in accordance with the laws of England

EXHIBIT B: TRADE MARK LICENSE

and Wales. The parties agree to submit to the exclusive jurisdiction of the English Courts in connection with any disputes arising under this Licence or in connection with the use of the Trade Mark(s) by the Licensee.

7.4 This Licence constitutes the entire agreement of the parties about its subject matter and may not be amended or modified except by agreement in writing signed by both parties.

7.5 The rights of OUP arising under this Licence shall not be waived except in writing. Any waiver of any of its rights under this Licence or of any breach of this Licence by the Licensee shall not be construed as a waiver of any other rights or of any other further breach.

IN WITNESS of which the parties have executed this Agreement on the date first mentioned

Signed by.....

For and on behalf of
THE CHANCELLOR MASTERS AND
SCHOLARS
OF THE UNIVERSITY OF OXFORD

.....
Name

.....
Position

above

Signed by

For and on behalf of

<< Regional Network >>

.....
Name

.....
<< Position >>

5/29/14